



**Solicitation Information  
SEPTEMBER 27, 2016**

**REQUEST FOR PROPOSAL (RFP) #7550989**

**TITLE: Disparity Study – Office of Diversity, Equity & Opportunity**

**Submission Deadline: Wednesday, October 26, 2016 at 2:00 PM (ET)**

Questions concerning this solicitation must be received by the Division of Purchases at [gail.walsh@purchasing.ri.gov](mailto:gail.walsh@purchasing.ri.gov), no later than **Tuesday, October 11, 2016 at 5:00 PM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

GAIL WALSH  
CHIEF BUYER

Applicants must register on-line at the State Purchasing Website at: <http://www.purchasing.ri.gov/>

**Note to Applicants:**

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## **SECTION 1: INTRODUCTION**

### **1.1 Introduction**

- 1.2.1 The Rhode Island Department of Administration/Division of Purchases, on behalf of the Office of Diversity, Equity and Opportunity (ODEO) is soliciting proposals from qualified firms to provide a disparity study to evaluate the need for the development of programs to enhance the participation in State contracts of business enterprises owned by women and minorities, in accordance with the terms of this Request for Proposals (RFP) and the State's General Conditions of Purchase (available at: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

- 1.1.2 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and Instructions and Notifications to Offerors
- 2) Background, Definitions and Timeline
- 3) Scope of Services
- 4) Other Contractual Requirements
- 5) Proposal Format and Contents
- 6) Proposal Submission
- 7) Concluding Statements

### **1.2 INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential respondents are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

3. All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the respondent. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W-9, downloadable from the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Bidders are advised that all materials submitted to the State for consideration in response to this Request for Proposal will be considered to be Public Records, as defined in Title 38, Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP. It is the responsibility of all potential offerors to monitor the website and be familiar with any changes issued as part of an addendum.

12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090 or [Raymond.Lambert@doa.ri.gov](mailto:Raymond.Lambert@doa.ri.gov).
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This is a requirement only of the successful vendor(s).*
14. The respondent should be aware of the State’s Minority Business Enterprise (MBE) requirements, which address the State’s goal of ten percent (10%) participation by MBE’s in all State procurements. For further information, contact the MBE Compliance Officer at (401) 574-8670 or [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov), or visit the website at [www.mbe.ri.gov](http://www.mbe.ri.gov).

## **SECTION 2: BACKGROUND, DEFINITIONS AND TIMELINE**

### **2.1 Background**

- 2.1.1 In 1986, the Rhode Island General Assembly enacted R.I. Gen. Laws § 37-14.1 to further the State’s policies promoting equal opportunity in employment for all persons through the creation of the minority business enterprise program designed to eradicate those barriers that have unreasonably impaired the access of M/WBEs to State contracting opportunities. In 1998, a disparity study was produced to support the legal basis for the law.

### **2.2 Definitions**

- 2.2.1 Please reference Appendix A for definitions related to this RFP.

## **2.3 Timeline**

- 2.3.1 The selected vendor shall begin the work on the disparity study after issuance of a Purchase Order by the Department of Administration, Division of Purchases. The vendor must complete the disparity study within two (2) years.

## **SECTION 3: SCOPE OF SERVICES**

### **3.1 General Conditions**

- 3.1.1 The Vendor shall perform all services contained herein to the satisfaction of the Department of Administration and the Office of Diversity, Equity, and Opportunity ("ODEO"). The resulting contract is subject to and contingent upon appropriation of funding and/or State receipt of grant funds to conduct the disparity study.
- 3.1.2 The Vendor shall conduct the disparity study for the time period beginning FY 2012 through FY 2016 (July 1, 2011 through June 30, 2016).
- 3.1.3 The Department of Administration will make temporary office space at State facilities available to the Vendor, as deemed necessary and approved by the Department of Administration in order for the Vendor to conduct interviews and consultation with State employees who possess knowledge concerning State purchasing procedures practiced by State agencies.
- 3.1.4 The Vendor shall be solely responsible for defining, researching, compiling, and analyzing all data required to conduct the disparity study.
- 3.1.5 ODEO will ask State agencies to make pertinent records available to the Vendor and to reasonably cooperate with the Vendor in the retrieval of the records. The records may be available in various formats including computer databases, spreadsheets, microfilm, and hard copies.
- 3.1.6 The Vendor may use statistically valid sampling and estimating methods as appropriate, where actual procurement data and records are incomplete. However, the Vendor is responsible for the legal sufficiency of any such method used.
- 3.1.7 The Vendor shall take care to assure that any allegations of discrimination contained in the disparity study report are focused, documented and verified.

- 3.1.8 The Vendor shall prepare and submit the documents identified herein to the ODEO as both a physical copy and in an electronic format compatible with Microsoft software with complete tabular findings. The ODEO shall have access upon request to all data, information, and analyses generated during the course of the disparity study.
- 3.1.9 All reports shall be written in clear and concise language using consistent terms; organized in a logical manner; fully illustrated with relevant examples; and consistent with widely accepted methodology.
- 3.1.10 The Vendor shall provide to the ODEO all notes, work papers, records and documentation that detail, chronicle, and support its methods, analysis and conclusions for each of the elements in the work. Should the Vendor develop a computerized database in the course of the work, the Vendor shall provide the database to the ODEO. Programs and data entry materials developed in connection with the disparity study must be compatible with Microsoft compatible software. The final version of any deliverable must address any deficiencies or concerns raised by the ODEO regarding the draft deliverable.

## **3.2 Disparity Study**

- 3.2.1 Vendor will conduct a comprehensive, effective, and legally supportable and enforceable statewide disparity study. The disparity study must examine procurement practices of Rhode Island state agencies that purchase goods and services pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1, et seq.
- 3.2.2 For purposes of this Agreement, the Rhode Island State agencies subject to the State Purchases Act shall include the offices of the Governor (Executive Department), Lieutenant Governor, Secretary of State, Attorney General, and General Treasurer; the Department of Administration; Department of Behavioral Healthcare, Developmental Disabilities and Hospitals; Department of Business Regulations; Department of Children, Youth and Families; Department of Corrections; Department of Education; Department of Environmental Management; Department of Health; Department of Human Services; Department of Transportation; Department of Revenue; Department of Public Safety; Executive Office of Commerce; Department of Labor and Training; Division of Public Utilities and Carriers; Rhode Island Executive Military Staff; Rhode Island Emergency Management Agency; University of Rhode Island; Rhode Island College; Community College of Rhode Island; and, Office of the Post-Secondary Commissioner.

### 3.3 Final Written Report

- 3.3.1 The objectives of the disparity study are to provide the State with (i) reliable and accurate data that will assist the State in determining to what extent the State's procurement of construction, and construction related services, and the procurement of goods/supplies and services should be subject to a race and/or gender conscious remedial program supported by Rhode Island law; (ii) an evidentiary basis upon which the State may rely to enforce current requirements and/or originate new requirements in connection with the participation of M/WBEs in all State procurement processes; (iii) recommendations and an evaluation describing the need for the development of programs to enhance the State's current M/WBE program; and (iv) recommendations and an evaluation describing policies and practices the State can implement to better address the concerns expressed by the U.S. Supreme Court in the *City of Richmond v. J.A. Croson*, 488 U.S. 469 (1989).
- 3.3.2 To meet the objectives described above, the Vendor shall prepare a final written report of the results of the disparity study. The final written report must include, at a minimum, an analysis for each of the following areas/topics:
- a. Legal Requirements – The Vendor shall conduct a disparity study in light of controlling laws. Within the legal requirements section of the disparity study report, the Vendor shall provide a summary of its understanding of the *Croson* decision cited above, and all subsequent applicable judicial findings and the elements that are addressed in a disparity study in order to be consistent with *Croson* and related law.
  - b. Data Collection – The Vendor shall: (i) collect and analyze evidence from M/WBEs and from non-M/WBEs concerning discriminatory or other unfair experiences doing business, or attempting to do business, with the State of Rhode Island including experience of institutionalized discrimination and/or individual disparate treatment; (ii) verify the factual accuracy of all relevant data collected; and (iii) utilize surveys, personal interviews, public hearings, and/or other information gathering techniques to solicit comments and testimony from M/WBEs and any other persons knowledgeable regarding discrimination in procurement by State agencies operating.
  - c. Availability Study – The Vendor shall perform a study (The “Availability Study”) to determine the availability of ready, willing, and able minority business enterprises (“MBEs”) broken down by racial/ethnic minority category and non-minority women business enterprises (“WBEs”) for each of the classifications of goods/commodities/supplies, services (including professional services), construction, and construction-related



services in each relevant market area of the State. The Vendor shall, at a minimum, take the following actions in order to identify MBEs and WBEs available to provide goods/commodities/ supplies, services (including professional services), construction, or construction-related services specific to the needs of the State of Rhode Island: (i) review the directory of certified MBE businesses and WBE businesses maintained by ODEO's Minority Business Enterprise Compliance Office ("MBECO") found at (<http://www.mbe.ri.gov/>); (ii) research the existence of M/WBEs within the State's relevant market area which shall entail, as appropriate, the gathering of information from the public and private registries of M/WBEs, business or industry groups, listings of federally and locally certified M/WBEs, the Rhode Island Secretary of State's database of active incorporations, and other relevant data sources, such as U.S. census data; (iii) categorize each identified MBE by racial/ethnic minority group and non-minority WBE according to the classification of being a provider of goods/commodities/supplies, services (including professional services), construction, or construction-related services, with a notation of each MBE and WBE's applicable North American Industry Classification System ("NAICS") code and/or National Institute of Governmental Purchasing ("NIGP") code; (iv) indicate the total number of MBEs and WBEs identified for each classification and in total; (v) determine an estimated fraction of businesses within the State of Rhode Island that are owned by MBEs and WBEs, broken down by classification (i.e. goods/commodities/supplies, services (including professional services), construction, or construction-related services; (vi) determine the market areas relevant to the State procurements by classification, and provide a market area distribution of the MBEs and WBEs throughout each market area. Based on such, the Vendor shall provide an analysis, by classification, by racial/ethnic minority group and non-minority WBE, of the availability of MBEs and WBEs in the market areas; and (vii) determine whether racial, ethnic, and/or gender discrimination exists which may cause an imbalance in the availability and capability of M/WBEs.

1. The Vendor shall provide a spreadsheet or database of all MBEs and WBEs identified by the Vendor as being available to provide services/supplies specific to the needs of the State. The spreadsheet/database shall be in a format acceptable to the ODEO. The Vendor shall provide the following information for each such MBE and WBE: (i) company name; (ii) address; (iii) phone number; (iv) fax number; (v) email address; and (vi) NAICS code(s).
2. In anticipation of the creation of a Veteran Business Enterprise (VBE) program at some future date, the Vendor shall include in

the study an analysis of the availability of ready, willing, and able veteran business enterprises, and shall provide a spreadsheet or database of all VBEs identified by the Vendor as being available to provide services/supplies specific to the needs of the State. The spreadsheet/database shall be in a format acceptable to the ODEO. The Vendor shall provide the following information for each such VBE: (i) company name; (ii) address; (iii) phone number; (iv) fax number; (v) email address; and (vi) NAICS code(s).

- d. Utilization Analysis – In order to determine and analyze the utilization of MBEs and WBEs in the relevant market areas for the four major classifications of (i) construction; (ii) construction-related services; (iii) goods/commodities/supplies; and (iv) services (including professional services), the Vendor shall research and evaluate the contracts awarded by State agencies, quasi-State agencies, and any other entities operating under the State purchasing procedures (The “Utilization Analysis”). The Vendor shall take, but not be limited to, the following actions in order to determine and analyze such utilization: (i) identify and evaluate a statistically sound sampling, which sampling method shall be approved by the ODEO, of small dollar contracts awarded by the individual State agencies [under \$5,000 or, for construction, under \$10,000 from each of the various State agencies]; (ii) identify and classify the contracts by MBE racial/ethnic minority category and non-minority WBE category, and according to the four major classifications provided above and address sub-groups within a classification whenever the level of contracting activity suggests that sub-groups are appropriate; and (iii) classify the contracts according to the NAICS code and/or NIGP code and determine the number of contracts awarded in each of the four major classifications provided above.
1. For each classification of contract, the Vendor shall determine the number of contracts awarded to MBEs and WBEs and non-MBEs and non-WBEs and the total dollar-value of the contracts awarded to MBEs and WBEs. The vendor shall also determine (i) the percentage of contracts awarded to MBEs and WBEs by comparing the number of contracts awarded to MBEs and WBEs to the total number of contracts, and (ii) the percentage of the dollar-value of the contracts awarded to MBEs and WBEs by comparing the dollar-value of such MBE and WBE contracts to the total dollar-value of all contracts.
  2. For each classification of contracts, the Vendor shall determine the number of contracts awarded in which the prime contractor subcontracts with an MBE or a WBE and the total dollar-value of

such subcontracts. The Vendor shall also determine (i) the percentage of contracts awarded in which the prime contractor subcontracts with an MBE or a WBE by comparing the number of such contracts to the total number of contracts, and (ii) the percentage of the total dollar-value of the contracts in which the prime contractor subcontracts with an MBE or a WBE by comparing the total dollar-value of such subcontracts to the total dollar-value of all contracts.

3. For each contract classification, the Vendor shall determine the number of MBEs and WBEs that have been awarded contracts. The Vendor shall further determine the number of contracts and subcontracts awarded to each MBE and each WBE and the dollar amount awarded to each MBE and each WBE.
  4. Based on the Vendor's findings, the Vendor shall determine general trends extending back from the point that records and data are available and expected future trends.
- e. Statistical Disparity – Based on the information gathered from the Availability Study and the Utilization Analysis, the Vendor shall perform a statistical disparity to determine whether there is a legally significant, statistical disparity between the number of qualified MBEs by racial/ethnic minority category and non-minority WBEs available to perform a particular service or provide a commodity in each category identified by each NAICS and/or NIGP code. The Vendor shall also provide the number of such MBEs and WBEs actually used by the State of Rhode Island in each of these service/commodity categories. The Vendor shall distinguish between the number of MBEs and WBEs working as prime contractor and those MBEs and WBEs working as a subcontractor, where applicable.
1. The Vendor shall conduct a comparison by classification; i.e. goods/ commodities/supplies, services (including professional services), construction, or construction-related services, of the utilization of MBEs and WBEs, both as a prime contractor and as a subcontractor, in contracts awarded by State agencies to the MBEs and WBEs available to provide services/supplies to State agencies.

- i. The Vendor shall determine whether there is a statistically significant disparity either in the under-utilization or over-utilization of specific racial/ethnic minority MBEs or non-minority WBEs in a particular classification.
  - ii. The Vendor shall also compare and contrast the Vendor's findings with contracts awarded to non-MBE and non-WBE prime contractors and subcontractors, identifying and evaluating any similarities and differences and determining whether there is significant disparity between the level of MBE and WBE participation in contracts awarded according to State purchasing procedures as compared contracts awarded to non-MBEs and non-WBEs.
  - iii. If the Vendor determines that a disparity exists, the Vendor shall determine the extent and possible cause of the disparity, including being a result of active or passive discrimination against MBEs or WBEs or as a result from vestiges of a discriminatory system. The Vendor shall provide recommendations to address the disparity. As part of this determination, the Vendor shall take into account, and report separately, the estimated past impacts, if any, of (i) race-conscious, and (ii) race-neutral M/WBE initiatives by the State.
- 2. Current and Past Procurement Practice Review – The Vendor shall review current and past procurement policies, programs, laws, rules, regulations, procedures, processes, and practices of such State agencies operating under the State purchasing procedures in order to determine whether the policies, programs, laws, rules, regulations, procedures, processes, and practices are discriminatory against M/WBEs on their face or in practice or the extent to which prior efforts have assisted M/WBEs to participate on a fair basis in contracting activities. As part of such review and evaluation, the Vendor shall: (i) Review and analyze individual State agencies' policies, procedures, and practices related to the procurement of small dollar contracts [i.e. under \$5,000 and \$10,000 for construction]]. The Vendor shall document its findings and provide agency-specific recommendations; (ii) Review and analyze the policies, procedures, and practices of the Office of Diversity, Equity and Opportunity ("ODEO") including, but not limited to, program management, data collection, goal setting, certification process, compliance, and outreach programs. The

Vendor shall document the results of the review and identify the strengths and weaknesses of the ODEO and prepare recommendations for improvement for the ODEO; (iii) Determine and document if there are any barriers, either on their face or in practice, to full participation by MBEs and WBEs in the State purchasing procurement/contracting process, including purchasing under \$5,000 (\$10,000 for construction); (iv) Examine analyze, and document any discrimination against MBEs and WBEs caused by the State purchasing or procedures; and (v) The Vendor shall make recommendations for changes/revisions to current procurement policies, programs, laws, rules, regulations, procedures, processes, and practices in order to enhance the participation of MBEs and WBEs in State contracts, and increase legal compliance.

3. Potential for Race or Gender Neutral Programs - The Vendor shall make recommendations regarding the implementation of race and gender neutral means to resolve issues uncovered by the overall disparity study findings.
4. Passive Participation – To be able to determine whether State agencies are passive participants in racial, ethnic, or gender discrimination, the Vendor shall investigate, describe, and evaluate practices that indicate discrimination by the private sector in the segments of the private sector economy that are consistent with the segments covered by the disparity study. The Vendor shall include the following areas within the investigation:
  - (i) possible impediments to the movement of minorities and women from craft and other positions into business ownership;
  - (ii) problems related to the development and expansion of businesses owned by minorities or women;
  - (iii) discriminatory practices and patterns, if any, of local trade associations, union, suppliers, lending institutions, sureties, and insurance companies and contractors that might act to impede the success of businesses owned by minorities or women; and
  - (iv) documentation of patterns of discrimination, if such patterns are found, that might result in a disproportionately small number of ready, willing and able businesses owned by minorities and women.
  - i. The Vendor shall take care to assure that any allegations of discrimination contained in the disparity study report are focused, documented, and verified. The Vendor's disparity study report shall also recommend a system and

level of ODEO staffing necessary to monitor compliance of the Vendor's recommended program changes or process. All program changes or processes shall be compatible with the State data system.

### **3.4 Reporting Requirements**

- 3.4.1 Progress Reports – No later than the 15<sup>th</sup> of every month, the Vendor shall provide a monthly progress report to the ODEO which outlines the following: (i) The specific activities performed or completed during the monthly reporting period; (ii) The specific activities completed to date and the completion dates of such activities; and (iii) The specific activities and projected completion date(s) remaining to be completed.
- 3.4.2 Preliminary Outline – No later than thirty (30) calendar days after the ODEO authorization to proceed with the disparity study, the Vendor shall submit a preliminary outline of the disparity study report for the ODEO's review and comment. The ODEO review shall be completed within fourteen (14) calendar days of receipt of the preliminary outline.
- a. The preliminary outline shall delineate the main topics and subtopics which will later be described in detail in the disparity study report.
  - b. Beneath each topic and subtopic, the Vendor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
  - c. If requested by the ODEO, the Vendor shall modify and/or rearrange the organizational structure, topics, and subtopics as the ODEO deems necessary to ensure the inclusion of all areas being reviewed and analyzed as required by the contract.
- 3.4.3 Mid-Term Report – By no later than the midpoint of the disparity study timeline, as submitted in the Vendor's technical proposal, the Vendor shall submit a mid-term progress report and must include, at a minimum, the following: (i) preliminary findings and statistics; (ii) a description of the tools being used; (iii) elaborations to the preliminary outline; (iv) descriptions of the ongoing analysis; and (v) additional information deemed necessary by the ODEO to determine that the Vendor is performing on schedule and in accordance with the approved methodology.

- 3.4.4 Disparity Study Report: The Vendor must conduct the disparity study and prepare the disparity study report to include the results and findings from all contract requirements, separated by each State agency. In addition to the data and recommendations already required herein, the disparity study report must include, but not limited to the following: (i) executive summary of findings and conclusions; (ii) name and title of the individuals responsible for data collection, evaluation, disparity analysis, and the preparation of the disparity study report; (iii) definitions section which lists definitions, including all racial, gender, and ethnic groups considered in the disparity study; (iv) methodologies used in conducting the data collection, evaluation, and analysis, including a detailed description of results, discussions, conclusions, and recommendations made by the Vendor, based on the vendor's review of the data, documents, and other sources of information, as well as the factors and information collected and reviewed; (v) a legal analysis section, discussing case law and their impact and setting forth the legal frameworks for the disparity study, particularly noting any relevant Rhode Island issues or court decisions that may relate to Rhode Island's M/WBE program; (vi) all assumptions made by the Vendor that impact the disparity study; (vii) any information that was not included in the disparity study, and the reasons for the exclusion; (viii) recommendation as to how to best use the disparity study and its data in order to comply with goal setting and program compliance issues; and (ix) a recommendation on how often a disparity study should be conducted in order to continue to maintain the validity and integrity of the M/WBE program.
- 3.4.5 Rough Preliminary Draft - At least sixty (60) calendar days prior to the date the disparity study report is due, the Vendor shall submit a preliminary draft of the disparity study report to the ODEO for review and comment. At the time of submission of the preliminary draft, all services, studies, and analyses required by the contract may not yet be complete. However, the preliminary draft should be as complete as possible and must indicate to the ODEO the scope and content of the disparity study report. The ODEO review shall be completed within fourteen (14) calendar days of receipt of the preliminary draft.
- a. If requested by the ODEO, the Vendor shall modify and/or provide additional elaboration to the preliminary draft as the ODEO deems necessary to ensure a comprehensive and thorough disparity study report.
  - b. The preliminary draft must incorporate all changes requested by ODEO after its review of the preliminary outline.
- 3.4.6 Final Draft - At least fourteen (14) calendar days after receipt of the ODEO's comments regarding the preliminary draft, the Vendor shall present a revised draft of the disparity study report for the ODEO's review and comment. The

ODEO review shall be completed within fourteen (14) calendar days of receipt of the revised draft.

- a. If requested by the ODEO, the Vendor shall modify and/or provide additional elaboration to the revised draft as the ODEO deems necessary to ensure a comprehensive and thorough disparity study report.
- b. The revised draft must incorporate all changes required from the ODEO's review of the preliminary draft.

3.4.7 Disparity Study Report - In accordance with the disparity study timeline, as submitted in the Vendor's technical proposal, and after completing all revisions to the revised draft as specified above, the Vendor must submit the disparity study report to the ODEO.

3.4.8 Oral Presentation - The Vendor shall make at least two (2) oral presentations of the disparity study report to persons or organizations as deemed necessary by the ODEO.

### **3.5 Consulting Services**

3.5.1 After completion and acceptance of the disparity study and disparity study report and all requirements related thereto, and if requested by the ODEO, the Vendor shall provide disparity study consulting services on an as needed, if needed basis.

3.5.2 Such disparity study consulting services may consist of, but not necessarily be limited to: (i) assisting the ODEO in drafting legislation as a result of disparity study findings; (ii) presenting testimony to other agencies of State government, the State Legislature, legal counsel, and/or regulatory panels; (iii) providing advice to the State agencies utilizing State purchasing procedures regarding implementation of the disparity study recommendations or legal challenges; and/or (iv) providing technical assistance as required or providing recommendations to the ODEO regarding the type of additional technical assistance which should be obtained.

3.5.3 The timing and scheduling of any such disparity study consulting services shall be mutually agreed between the Vendor and the ODEO at the time the ODEO requests such disparity study consulting services. However, the Vendor must be able to schedule the consultation with a minimum of two (2) weeks' notice.

3.5.4 As part of the consulting services, if requested by the ODEO, the Vendor shall be available to testify or otherwise assist the State in any litigation arising out of or relating to the disparity study report.



## **SECTION 4: OTHER CONTRACTUAL REQUIREMENTS**

### **4.1 Payment for Disparity Study Consulting Services**

4.1.1 The selected vendor shall submit a monthly invoice itemizing all hours of disparity study consulting services provided during the month by personnel classification. The selected vendor shall support all hours invoiced with detailed time sheets as well as a report of activities performed.

4.1.2 The selected vendor shall be paid for each hour of disparity study consulting services provided at the firm fixed hourly price applicable for the contract period, pursuant to the requirements of the contract, and any pre-approved reimbursements, such as travel, mileage, lodging, meals, and any other miscellaneous expenses.

### **4.2 Contract Period**

4.2.1 The original contract period shall be as stated on the notice of award. The contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original contract period. The ODEO shall have the right, at its sole discretion, to renew the contract for two (2) additional one-year periods, or any portion thereof, for Disparity Study Consulting Services. In the event the ODEO exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, related to the Disparity Study Consulting Services shall remain the same and apply during the renewal period.

### **4.3 Other Contractual Requirements**

4.3.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any *best and final offer* request(s) with RFP changes/additions, (2) the selected vendor's proposal including any *best and final offer* response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchases acceptance of the proposal by "Purchase Order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the Division of Purchases does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Rhode Island, the selected vendor must receive a properly authorized purchase order or other form of written authorization.

- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of ODEO, the selected vendor and the Division of Purchases prior to the effective date of such modification. The selected vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

4.3.2 Termination - ODEO reserves the right to terminate the contract at any time, for the convenience of the State, without penalty or recourse, by giving written notice to the selected vendor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Rhode Island. The selected vendor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the ODEO pursuant to the contract prior to the effective date of termination.

4.3.3 Contractor Liability - The selected vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the selected vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the selected vendor assumes the obligation to save the State, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The selected vendor shall hold the State, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The selected vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State, including its agencies, employees, and assignees.
- c. Under no circumstances shall the selected vendor be liable for any of the following: (1) third party claims against the State for losses or damages

(other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the vendor is informed of their possibility.

- 4.3.4 Insurance – The selected vendor shall not save, hold harmless and/or indemnify the selected vendor or its employees against any liability incurred or arising as a result of any activity of the selected vendor or its employees related to the selected vendor's performance under the contract. Therefore, the selected vendor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State, its agencies, its employees, and the general public against any such loss, damage and/or expense related to its performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized; subject to State approval, provided that such coverage is verifiable, irrevocably reliable and the State is protected as an additional insured.
- 4.3.5 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the selected vendor and the State and to ensure that the State is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State and the selected vendor.
- a. The selected vendor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of any subcontracts arising from the contract.
  - b. The selected vendor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the selected vendor of the responsibility for providing the products/services as described and set forth herein.
  - c. The selected vendor must obtain the approval of the State prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 4.3.6 Minority/Women/Disability Business Enterprise ("M/W/Disability Business Enterprise") Participation – The contract that will be prepared based on this RFP will be subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that a minimum of ten (10) percent of the dollar value of work performed on the project be performed by

minority and women business enterprises. The contract will also be subject to Chapter 37-2.2-3.1 which provides that maximum opportunity to participate in the performance of procurements and projects be afforded to small disadvantaged disability business enterprises.

- 4.3.7 Equal Employment Opportunities (“EEO”) - Contractors and subcontractors of the State are required to demonstrate the same commitment to equal opportunity as exists under federal contracts controlled by Federal Executive Orders 11246, 11625, and 11375, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

The awarded vendor must submit an equal employment opportunity Affirmative Action Plan.

- 4.3.8 Substitution of Personnel - The selected vendor agrees and understands that the State’s award of the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the Technical proposal. Therefore, the selected vendor agrees that no substitution of such specific key individual(s) and/or personnel shall be made without the prior written approval of the ODEO. The selected vendor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the ODEO’s approval of a substitution shall not be construed as an acceptance of the substitution’s performance potential. The State agrees that an approval of a substitution will not be unreasonably withheld.

- 4.3.9 Authorized Personnel:

- a. The selected vendor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws.
- b. If the selected vendor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State has reasonable cause to believe that the selected vendor has knowingly employed individuals who are not eligible to work in the United States, the State shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the vendor from doing business with the State. The State may also withhold up to twenty-five percent of the total amount due to the selected vendor as a penalty for violation of this requirement.
- c. The selected vendor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

4.3.10 Vendor Status – The selected vendor shall be an independent contractor and shall not represent the selected vendor, or the selected vendors’ employees, to be an employee of the State or an agency of the State. The selected vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

4.3.11 Coordination – The selected vendor shall fully coordinate all contract related activities with the activities of the State personnel. As the work of the selected vendor progresses, advice and information on matters covered by the contract shall be made available by the vendor to the ODEO throughout the effective period of the contract.

4.3.12 Property of State – All documents, data, and reports prepared and completed by the selected vendor pursuant to the terms of the contract shall become the property of the State. All supplies and equipment furnished to the selected vendor pursuant to the terms of the contract shall remain the property of the State. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Rhode Island, which shall include all rights and interests for present and future use or sale as deemed appropriate by the State.

- a. Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the selected vendor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the selected vendor; however, the selected vendor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. No reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the selected vendor or released to the public without the prior written consent of the State.

4.3.13 Confidentiality:

- a. All discussions with the selected vendor and all information gained by the selected vendor as a result of the selected vendor’s performance under the contract shall be confidential and no reports, documentation, or

material prepared as required by the contract shall be released to the public without the prior written consent of the State.

- b. If required by the State, the selected vendor and any required selected vendor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the selected vendor and any required personnel to sign such documents shall be considered a breach of contract.

#### **4.4 Minimum Qualification Requirements**

4.4.1 Vendors responding to this RFP must include information about their current capabilities, past experiences working with other states and large municipalities and how those experiences may inform or impact work with the State of Rhode Island as it relates to operating models and leading practices.

- a. Prior to the response due date for this RFP, vendors must have been in business for a minimum of five (5) years, performing relevant quantitative analyses, such as those described in Section 2.4 (Scope of Services) of this RFP.
- b. Vendors must provide the names and addresses of at least three (3) business references.

### **SECTION 5: PROPOSAL FORMAT AND CONTENTS**

#### **5.1 General Information**

5.1.1 When submitting a proposal, the vendor must include seven (7) additional copies along with the original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In addition the vendor must provide one (1) copy of their proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The vendor must ensure all copies and all media are identical to the hardcopy original proposal. In case of a discrepancy, the original hard copy proposal document shall govern.

5.1.2 To facilitate the evaluation process, vendors are encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. Vendors are cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State is under no obligation to solicit such information if it is not included with the proposal.

- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The Technical Proposal should be page numbered.

5.1.3 Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and vendor’s agents (including subcontractors, employees, consultants, or anyone else acting on this behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP.

- a. It is the vendor’s responsibility to ask questions, request changes or clarifications or otherwise advise the Division of Purchases if the vendor believes that any language, specifications, or requirements are ambiguous, contradictory and/or arbitrary, violate any state or federal law or regulation, restrict or limit the requirements to a single source, or restrict or limit the vendor’s ability to submit a proposal.

## 5.2 Complete Technical Proposal

5.2.1 The purpose of the Technical Proposal is to provide vendors with an opportunity to demonstrate their qualifications, competencies, and capacity to undertake the engagement described herein. Below is a listing of the technical information to be provided by vendors. The Technical Proposal should contain sufficient information to assure ODEO of its completeness. ODEO requests that all Technical Proposals be bound and organized with dividers identified to match the specific information requested below. **Vendors must not include cost or pricing information in their Technical Proposals.**

- a. Title Page - Indicate name, address, phone & fax number, contact person, and federal ID number (if applicable). It must also include a statement that the offer shall be firm and not revocable for a period of 90 days.
- b. Table of Contents
- c. Work plan - Proposals must include a work plan detailing the proposed research designs, indicating the techniques and methodologies planned to meet the objectives of the study, as well as tasks, activities, data-gathering, analyses, milestones, and other information describing how the vendor will complete and meet the goals of the project. Vendors must demonstrate clear understanding of the research question, the relevant data, and the analysis required for the study. Where appropriate, a vendor shall describe the effect of relevant court decisions on the proposed study design, methodology and data analysis within the

work plan. In addition, the work plan must identify any assumptions, hypotheses to be tested, anecdotal evidence, qualitative or quantitative data, procedures, and models that will be gathered and analyzed to test any such assumptions or hypotheses.

If sampling is proposed, discuss how this approach will ensure that the study is reliable and disparity data sufficient to be customized (or customizable) to individual agencies' contracting activity (e.g., to provide individual agencies with goal setting tools). The selected vendor shall conduct the study and meet the prescribed deliverables in accordance with the work plan included in its proposal.

Responsive proposals will discuss the vendor's proposed methodology for gathering the required data and how it would ensure the statistical significance of the analysis. Where ODEO does not provide the vendor with required information, the vendor must research and gather such data, and must set forth the methods and sources by and from which the data is to be collected (including, but not limited to, from prime contractors on State contracts), and must describe the means by which data integrity will be established. The work plan should also discuss any significant hurdles or challenges that vendor anticipates will impede the success of the project. For each challenge identified, vendors should discuss how they would mitigate those risks.

Vendors must also identify any expected variances between the requirements set forth in the RFP and vendors' plans to complete the study. The work plan should also include a timeline for the task to be completed in order to ensure the Deliverables (Section 3) are met.

Vendors must identify the resources it plans to utilize to complete the study, including subcontractors, external data, software packages, and other anticipated resources. The work plan must describe how vendors will employ subcontracts (especially M/WBEs) performing the work necessary to complete the project.

- d. Vendor Experience and Qualifications - In this section of the Technical Proposal, vendors should demonstrate relevant experience by providing the following:
  1. A summary of the vendor's technical expertise that describes the unique capabilities of the vendor. This narrative should highlight the vendor's ability to provide successful prior experience conducting disparity analyses, or analogous studies and include a description of the direct prior experience of your firm with



governmental entities (especially those that may be comparable to the State of Rhode Island) relating to disparity and policy analysis.

2. Vendors should detail at least three similar engagements comparable to those services detailed in Section 3, but no more than five. Please indicate, for each engagement completed:

- Name of client organization
- Type of client (e.g. government entity (local, State, Federal), private company, etc.)
- Brief description of disparity study, including the size, total cost of the study, and the services provided
- Project duration including start/end dates
- Time period covered in the disparity study
- Number of staff (FTEs) involved in the engagement
- Describe any challenges, outcomes of those challenges, court or administration tribunal involved, and any expert witness testimony provided
- The extent and success of the entity's implementation of the findings and recommendations as documented within the disparity study
- Any other information regarding the project that would assist ODEO in determining the success experienced by the client. This may include previous disparity studies. If you wish to include previous studies as examples of your experience, please include a link to the study and not a hard copy in your proposal.

- e. Firm References - The vendor is asked to supply ODEO with the names and contact information for two individuals (one primary and one alternate contact person) that ODEO may contact as a reference for each engagement described above.

1. ODEO may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the vendor to the client during the engagement.
2. Information provided by references may be used by ODEO for proposal evaluation purposes. ODEO is not responsible for the lack of responsiveness of the references listed by vendors, and the State is not required to alert vendors of a reference's

unresponsiveness during the proposal evaluation period. Inability to contact a reference will not be looked upon favorably.

3. ODEO reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what the State deems to be the most effective and efficient manner.

f. Staff Experience and Qualifications - In this section of the Technical Proposal, vendors should demonstrate that the staff proposed have the knowledge and ability to perform the services described in the RFP and provide the following:

1. A project management and staffing plan that describes the unique capabilities of the individuals assigned. Include a narrative description of the specific function/role that each staff member would perform and their specific qualifications for their proposed role in this engagement. Lead staff should be identified. Vendors should submit resumes for all members of the proposed team, including any subcontract personnel who may work on the engagement.
2. State all relevant information regarding the number, qualifications and experience of the staff to be specifically assigned to this engagement. Indicate how the staff competency level over the term of the contract will be assured.
3. Vendors must submit staff references' contact information for at least three (3) references from recent engagements, preferably with governmental entities, who can comment on the experience of the lead staff proposed for this engagement. Names, titles, addresses and telephone numbers of organizations and individuals who may be contacted for reference must be included.

ODEO may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in the RFP, and the responsiveness of the vendor to the client during the engagement.

Information provided by references may be used by ODEO for proposal evaluation purposes. ODEO is not responsible for the lack of responsiveness of the references listed by vendors, and ODEO is not required to alert vendors of a reference's

unresponsiveness during the proposal evaluation period. Inability to contact a reference will not be looked upon favorably.

The State reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what the State deems to be the most effective and efficient manner.

### **5.3 Complete Cost Proposal**

- 5.3.1 All vendors must complete and submit with their proposal the Cost Proposal which appears in this RFP as Appendix B. Vendors may not substitute their own budget in place of Appendix B. Proposals received that do not include a budget in the form of Appendix B shall be deemed noncompliant and shall not be considered for the award of this project. The budget shall include the cost of performing the tasks outlined herein. The budget shall be separate from the technical proposal.
- 5.3.2 All cost proposals must be submitted in one separate sealed envelope that is appropriately labeled as Cost Proposals with RFP# and vendor name.
- 5.3.3 The cost proposal shall be submitted using the Bid Form provided in Appendix B, and shall reflect pricing for the following alternates:
  - a. Base Bid Price - All deliverables for five (5) year period
  - b. Alternate #1 – All deliverables for three (3) year period, including Consulting Services
  - c. Alternate #2 – All deliverables for three (3) year period, excluding Consulting Services

### **5.4 Complete Administrative Proposal**

- 5.4.1 Vendors shall secure participation of Rhode Island certified M/WBEs in providing the products/services required in this RFP. The requirement of participation by the State of Rhode Island is a minimum of 10% of the total dollar value of the contract.
  - a. The M/WBE requirement can be met by a Rhode Island certified M/WBE vendor itself and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation.

- b. The services performed or the products provided by the M/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by M/WBEs is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - c. In order to be considered as meeting the requirements, the M/WBEs must be "Rhode Island certified" by the proposal opening date.
- 5.4.2 By submission of a proposal in response to this RFP, the vendor agrees with all of the terms and conditions outlined in Section 4.4.7 Equal Employment Opportunities ("EEO") for minorities and women.
  - a. Vendor is required to ensure that it, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.
  - b. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
  - c. Vendor further agrees, where applicable; to submit with the proposal a staffing plan identifying the anticipated work force to be utilized on an agreement and, will, upon request, submit to ODEO a workforce utilization report identifying the workforce actually utilized on the agreement if known.

## 5.5 Submission Review

- 5.5.1 ODEO will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 3 of this RFP. Proposals that are materially deficient in meeting the submission requirements (as determined by ODEO) or that have omitted material documents (as determined by ODEO) may be rejected at the sole discretion of ODEO. All proposals passing the Submission Review will be evaluated.

## 5.6 Evaluation and Selection Process

5.6.1 Technical Evaluation (70 Points) – An evaluation panel will independently score each Technical Proposal that meets the submission requirements for this RFP. Evaluation panel members will score Technical Proposals to identify vendors with the highest probability of satisfactorily providing the deliverables described in Section 3 of this RFP. Individual panel members' scores will be averaged to calculate a technical score for each responsive vendor. The technical evaluation is 70 points of the final score with the following evaluation criteria categories:

- Work Plan
  - Vendor Experience and Qualifications
  - Staff Experience and Qualifications
  - Suitability of Work Plan
- a. Evaluations will be based on the vendor's demonstration of its ability to provide the services required through its Technical Proposal. Considering the above criteria, ODEO may review and check vendor and/or staff references. Evaluation panel members may re-evaluate any technical scores as a result of these reference checks. The inability to contact a reference provided by a vendor will not be looked upon favorably.
- b. During the evaluation process, ODEO may require clarifying information from a vendor. If specific sections of the written proposal require clarification, ODEO will identify the section(s) and information requested in writing. The vendor shall respond by the deadline stated in the correspondence. In addition, ODEO may use the proposal, information obtained through any interviews, and ODEO's own investigation of a vendor's qualifications, experience, ability or financial standing, and any other material or information submitted by the vendor in the course of evaluation and selection under this RFP. The State reserves the right to contact other sources not necessarily identified in the proposal to obtain information.
- c. The Final Technical score is determined by using the following formula:

<b>Raw Technical Score of Proposal Being Scored</b>	<b>X</b>	<b>Total Points Allocated for Technical</b>	<b>=</b>	<b>Final Technical score</b>
<hr/>				
<b>Highest Raw Technical Score</b>				

- d. Each vendor's proposal must be evaluated for technical viability first, before cost is considered. Cost proposals of those vendors whose Technical Proposal meet the minimum scoring requirements shall be analyzed by the department/agency immediately after the technical evaluation process is completed.

5.6.2 Cost Evaluation (30 Points) – Cost proposals will be evaluated on the vendor's proposed project total cost. The maximum score (30 points) will be allocated to the proposal with the lowest cost according to this formula. All other proposals will receive a proportionate score to the proposal with the lowest costs, according to the following formula:

<b>Lowest Bidder's Cost</b>					
_____	X	<b>Total Points</b>	=	<b>Bidder's Cost Score</b>	
<b>Bidder's Cost Being Scored</b>		<b>Allocated for</b>			
		<b>Cost</b>			

Proposals will be reviewed and scored by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or more will be evaluated for cost and assigned up to a maximum of 30 points in that category, bringing the potential maximum score to 100 points.

The Department of Administration/Office of Diversity, Equity and Opportunity reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Possible Points</b>
Staff Qualifications (Provide staff resumes / core values and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field).	15 Points
Capability, Capacity, and Qualifications of the Offeror (Provide a detailed description of the Vendor's experience. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided).	25 Points
Quality of the Work plan (Describe in detail, the framework within which requested services will be performed).	15 Points
Suitability of Approach/Methodology (Define the methodology and procedures to be used).	15 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost [calculated as (lowest responsive cost proposal) divided by (this cost proposal) times 30 points]	30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal.

## SECTION 6 -- PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [gail.walsh@purchasing.ri.gov](mailto:gail.walsh@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference **RFP #7550989** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 222-3766 or [lynda.moore@doit.ri.gov](mailto:lynda.moore@doit.ri.gov).

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses {**an original (1) plus seven (7) copies**} should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7550989 Disparity Study**” to:

**RI Dept. of Administration**  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

**NOTE:** Proposals received after the previously referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

### **RESPONSE CONTENTS**

Responses should include the following:

1. A completed and signed three-page R.I.V.I.P generated **bidder certification** cover sheet -- downloaded from the RI Division of Purchases Internet home page at: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)
2. A completed and signed **W-9** downloaded from the RI Division of Purchases Internet home page at: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)



3. A **letter of transmittal** signed by the owner, officer, or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the State.
4. A separate **Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The Technical Proposal is limited to six (6) pages (this excludes any appendices). As appropriate, resumes of key staff who will provide services covered by this request.
5. A separate, signed and sealed **Cost Proposal** reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
6. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in ***electronic format (CDRom, diskette, or flash drive)***. Microsoft Word / Excel or PDF format is preferable. Two electronic copies are requested and they should be placed in the proposal marked "original".

## **SECTION 7 - CONCLUDING STATEMENTS**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions Purchases / General Terms and Conditions can be found at the following URL:

<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

# APPENDIX A

## DEFINITIONS

### CHAPTER 37-14.1

#### Minority Business Enterprise

#### SECTION 37-14.1-3

1. **"Affirmative action"** means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve minority business enterprises fully in contracts and programs funded by the State.
2. **"Compliance"** means the condition existing when a contractor has met and implemented the requirements of this chapter.
3. **"Contract"** means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this chapter, a lease is a contract.
4. **"Contractor"** means one who participates, through a contract or subcontract, in any procurement or program covered by this chapter and includes lessees and material suppliers.
5. **"Minority"** means a person who is a citizen or lawful permanent resident of the United States and who is:
  - (a) Black (a person having origins in any of the black racial groups of Africa);
  - (b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (c) Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless of race);
  - (d) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (e) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
  - (f) Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under § 8(a) of the Small Business Act, as amended, 15 U.S.C. § 637(a).

6. **"Minority business enterprise" or "MBE"** means a small business concern, as defined pursuant to § 3 of the federal Small Business Act, 15 U.S.C. § 632, and implementing regulations, which is owned and controlled by one or more minorities or women. For the purposes of this chapter, owned and controlled means a business:
  - (a) Which is at least fifty-one percent (51%) owned by one or more minorities or women or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more minorities or women; and
  - (b) Whose management and daily business operations are controlled by one or more such individuals.
7. **"MBE coordinator"** means the official designated to have overall responsibility for promotion of minority business enterprise in his or her departmental element.
8. **"Noncompliance"** means the condition existing when a recipient or contractor has failed to implement the requirements of this chapter.
9. **"State"** means the State of Rhode Island.

## APPENDIX B

Solicitation #: \_\_\_\_\_

Solicitation Title: \_\_\_\_\_

### BID FORM

To: The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

Bidder: \_\_\_\_\_

Legal name of entity

Address (street/city/state/zip)

Contact name

Contact email

Contact telephone

Contact fax

#### 1. **BASE BID PRICE (This will include all deliverables for a five-year period)**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ \_\_\_\_\_

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

#### 2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

**Alternate No. 1 will include all deliverables for a three (3) year period, including Consulting Services**

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 1: \_\_\_\_\_

\$ \_\_\_\_\_

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_ *Amount in words* printed electronically, typed, or handwritten legibly in ink)

**Alternate No. 2 will include all deliverables for a three (3) year period, excluding Consulting Services**

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 2: \_\_\_\_\_

\$ \_\_\_\_\_

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_ (amount *in words* printed electronically, typed, or handwritten legibly in ink)

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

**BIDDER**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder